

the surplus was applicable first in payment of the preferential capital and then in payment to the preference shareholders of their arrears of preferential dividends (though not declared) to the extent of the accumulated profits.

LANDLORD AND TENANT—COVENANT BY LESSOR NOT TO INFRINGE SPECIFIED BUILDING LINE ON ADJOINING PLOT—RESTRICTIVE COVENANT—COVENANT RUNNING WITH LAND—"ASSIGN"—BREACH OF RESTRICTIVE COVENANT.

*Ricketts v. Churchwardens of Enfield* (1909) 1 Ch. 544. In this case the defendants were owners of a plot of land part of which they leased to the plaintiffs' assignor for ninety-nine years and in the lease covenanted that they and their assigns would not erect or permit to be erected any buildings in front of the building line on the land adjoining the demised premises shewn on a plan. Subsequently the defendants entered into a building agreement with one Thomas whereby Thomas was to erect a building on a plot adjoining the plaintiffs' premises, of which, when completed, he was to get a lease; plans of the proposed building were submitted to, and approved by, the defendants; and the building was erected which was found to infringe on the building line referred to in the defendants' covenant. The present action was therefore brought for an injunction or to recover damages for breach of the restrictive covenant contained in the lease of which the plaintiffs were assignees. Neville, J., who tried the action held that the covenant in question was one which touched or concerned the thing demised and was within the second resolution in *Spencer's Case* (1582), 5 Rep. 16b, and therefore ran with the land, and the plaintiffs as assignees of the original lessors were entitled to maintain the action, and that Thomas was an "assign" of the defendants, but even if he were not, the defendants had permitted the erection complained of, and were therefore liable. He, however, did not grant an injunction, but awarded damages which he assessed at £58.

EXECUTION—MARRIED WOMAN DEBTOR—JOINT GENERAL POWER OF APPOINTMENT.

In *Goatley v. Jones* (1909) 1 Ch. 557, Neville, J., held that real property over which a married woman debtor has, jointly with her husband, a general power of appointment is not exigible under a writ of *elegit* against her separate estate. And it would seem not to be in any other way exigible in execution against her.